

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

Career Connector Community Engagement Services

PROPOSALS ARE DUE NO LATER THAN 3/31/2020, 5:00pm CDT

RFP #1943

BUYER: Division of
Economic Assistance

POC: Dawson Lewis
Dawson.Lewis@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The mission of the Department of Social Services is: “Strengthening and supporting individuals and families by promoting cost effective and comprehensive services in connection with our partners that foster independent and healthy families.”

To support this mission, the Division on Economic Assistance (EA) promotes the wellbeing and provides supports to achieve self-sufficiency of families, children, individuals, elderly and persons with disabilities by providing medical, nutritional and financial services and through assessment and referral to other state, federal and local resources. The Division of Economic Assistance provides eligibility determinations for programs and includes Medicaid and the Children’s Health Insurance Program (CHIP), Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), and the Low-Income Energy Assistance Program (LIEAP).

In January 2018 Centers for Medicare and Medicaid Services (CMS) announced a new policy designed to assist states in their efforts to improve Medicaid enrollee health and well-being through incentivizing work and community engagement among non-elderly, non-pregnant, non-disabled, adult Medicaid beneficiaries who are eligible for Medicaid.

In July 2018, South Dakota submitted an 1115 Demonstration Proposal for the Career Connector program. South Dakota is seeking to implement the demonstration for a five-year period. Services are currently being offered on a voluntary basis in Minnehaha and Pennington Counties. It is estimated that 1,300 recipients in these areas will meet the mandatory eligibility criteria for the Career Connector program.

The Career Connector program is focused on the intertwined objectives of improving lives by helping individuals find meaningful work and improving the health and wellbeing of the individual. The key components of these objectives are individualized employment and training plans and promotion of healthy living. In addition, the Career Connector program will offer a pathway from Medicaid to private health insurance coverage through premium assistance for employer sponsored insurance.

The Department of Social Services (DSS) is seeking an agency to provide intensive employment and training case management services to any eligible recipient referred to them by the Medicaid agency for participation in the Career Connector program. The objective of the program is for an individual to obtain meaningful and sustainable work. Meaningful work is considered a job in one of the participant’s desired fields of employment commensurate with their qualifications and abilities. Case management services are being sought to begin timely after contract completion. The voluntary program has a limited population of active participants. Waiver approval is anticipated which will increase the number of participants requiring casemanagement services.

The South Dakota Career Connector 1115 Waiver Demonstration proposal is available here:

https://dss.sd.gov/docs/medicaidstateplan/career_connector_application.pdf

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Division of Economic Assistance is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Social Services. The reference number for the transaction is RFP #1943. Refer to this number on all proposals, correspondence, and documentation relating to the RFP.

Please refer to the Department of Social Services website link <http://dss.sd.gov/keyresources/rfp.aspx> for the RFP, any related questions/answers, changes to schedule of activities, amendments, etc.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	<u>02/11/2020</u>
Letter of Intent to Respond Due	<u>N/A</u>
Deadline for Submission of Written Inquiries	<u>02/24/2020</u>
Responses to Offeror Questions	<u>03/09/2020</u>
Proposal Submission	<u>03/31/2020</u>
Oral Presentations/discussions (if required)	<u>To be announced, if needed</u>
Deadline for Completion of Site Visits (if required)	
Proposal Revisions (if required)	
Anticipated Award Decision/Contract Negotiation	<u>05/15/2020</u>

1.4 SITE VISITS

Site visits may be required prior to completing contract award decisions. These will be determined after receiving proposal submissions.

1.5 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the Department of Social Services, Division of Economic Assistance by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

An original, 5 identical copies, and one (1) digital, Portable Document Format (PDF) copy loaded on a USB flashdrive of the proposal, all attachments, and the cost proposal(s) must be submitted.

All proposals must be signed in ink by an officer of the offeror legally authorized to bind the offeror to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container. **Proposals must be addressed and labeled as follows:**

**Request For Proposal #1943 Proposal Due 3/31/2020
South Dakota Department of Social Services
Attention: Dawson Lewis
700 Governors Drive
Pierre SD 57501-2291**

No punctuation is used in the address. The above address as displayed should be the only information in the address field.

No proposal may be accepted from, or any contract or purchase order awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.7 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.9 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after 2/24/2020. Email inquiries must be sent to Dawson.Lewis@state.sd.us with the following wording, exactly as written, in the subject line: **RFP #1943 Questions**.

The Department of Social Services (DSS) will respond to offerors' inquiries by posting offeror aggregated questions and Department responses on the DSS website at <http://dss.sd.gov/keyresources/rfp.aspx> no later than 3/9/2020. For expediency, DSS may combine similar questions. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.10 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. ***Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected.*** The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.11 LENGTH OF CONTRACT

The length of the contract will be for one (1) year with the option for renewal for up to four, one-year contracts at the discretion of the State based on agency performance.

1.12 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in Hughes County, State of South Dakota. The laws of South Dakota shall govern this transaction.

1.13 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD AGREEMENT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include, at minimum, the State's standard terms and conditions as seen in Attachment A. As part of the negotiation process, the contract terms listed in Attachment A may be altered or deleted. The offeror should indicate in their response any issues they have with any specific contract terms. If the offeror does not indicate any contract term issues, then the State will assume the terms are acceptable.

3.0 SCOPE OF WORK

The State is publishing this RFP to secure intensive case management services for the customers required to participate in the South Dakota Career Connector program to maintain eligibility for South Dakota Medicaid. Cases subject to case management services are located in two regions, Minnehaha and Pennington counties. The vendor may submit a proposal to provide services in one or both locations. Separate location-specific budget proposals must be submitted for each area addressed in the proposal.

Case management services are being sought to begin timely after contract completion. The voluntary program has a limited number of active participants. Waiver approval is anticipated which will increase the number of participants requiring casemanagement services. The vendor may submit budget proposals for the voluntary program and the mandatory program.

The information below provides a breakdown of anticipated program participants by location and includes some basic demographics for the population.

County

- Minnehaha – 732 (56%)
- Pennington – 569 (44%)

Gender

- Male – 169 (13%)
- Female – 1,132 (87%)

Age

- 19 to 24 – 136 (10%)

- 25 to 34 – 546 (42%)
- 35 to 44 – 403 (31%)
- 45 to 54 – 169 (13%)
- 55 to 60 – 47 (4%)

Household Type

- Two Parent Households – 118 (9%)
- Single Parent Households – 1,183 (91%)

3.1 Core Service Description and Expectations

Agencies or organizations who are awarded contracts for Career Connector case management services under this RFP must meet the following conditions and guidelines. The vendor is to describe their proposed methods of achieving these expectations.

3.1.1 Establishing Appointments

Prior to establishing the initial appointment DSS will verify if an individual is required to participate in the program. The proposal must describe how the vendor proposes participant initial assessments be conducted.

- If the vendor proposes that initial assessment appointments be scheduled by the South Dakota Medicaid agency, the vendor must propose a referral method and availability schedule (e.g. established weekly appointment times or staff available 8am-5pm in an office setting).
- If the vendor proposes to establish the initial assessment appointments with participants, this must be done within two weeks of receiving referral.
 - Appointment locations should remain flexible to the needs of the participants (e.g. participant's residence, public establishments with consideration for confidentiality requirements, vendor's establishment or local DSS office).
 - The vendor should propose methods for engagement with customers including those without phones.

Vendors may propose multiple methods and identify variances in the cost proposal sections.

3.1.2 Participant Initial Assessment

The proposal must describe how the vendor will conduct an initial assessment of any participant to assess job readiness and potential barriers to employment success. The assessment must include, at a minimum, the following areas as they relate to employability:

- | | |
|------------------------------|------------------|
| • Education and Training | • Family Safety |
| • Job Skills | • Legal Issues |
| • Work History | • Transportation |
| • Child Care | • Housing |
| • Participant's Basic Health | |

Upon completion of the initial assessment, establish an individualized employment and training plan identifying monthly milestones for participation. The individualized plan should

- Be oriented to a goal of achieving meaningful and sustainable work. Meaningful work is defined as employment in the participant's desired field of employment which is commensurate with their skills and abilities, includes health insurance benefits, and provides an income of 150% FPL or greater.
- Improve the health and well being of participants through education and connections with community partners (e.g. promote the use of preventative services and health insurance coverage education).

- Lend consideration to current and underlying barriers when establishing the monthly milestones. Identify the capacity of the participant to pursue and achieve monthly milestones
- Based on the assessment make referrals to community partners to further assist the participant.
 - It is expected the vendor will provide assistance to the participant in obtaining community services. This may include assisting the participant in completing applications, contacting community partners to establish appointments, etc.

Individualized employment and training plans should contain any of the activities listed in the Demonstration Application at https://dss.sd.gov/docs/medicaidstateplan/career_connector_application.pdf. The vendor may also propose any other activities it believes will improve the employability of participants.

3.1.3 Ongoing Case Management

The proposal must describe how the vendor will provide ongoing case management services to program participants. At a minimum, the vendor shall

- Complete two (2) in-person appointments after the initial assessment;
- Engage participants at least once every sixty days, with preference to contacts completed at least monthly.
- Allow for phone and electronic communication, including text messaging;
- Reevaluate the needs of participants to ensure existing individualized plans remain attainable and provide growth for participants

3.1.4 Non-Compliance Requirements

The proposal must describe how the vendor will:

- Review good cause requests in the event of non-compliance and make determinations.
- Make referrals to the South Dakota Medicaid Agency once an individual has been non-compliant in accordance to the waiver. The South Dakota Medicaid Agency will determine when to impose benefit sanctions.

3.2 Consumer Education and Outreach

To address the diverse needs of participants in the Career Connector program, the vendor shall coordinate services and develop collaborations with other state and local agencies. This promotes a seamless system to ensure families have access to information and services to support their progress. The proposal must describe how the vendor will:

- Conduct community outreach regarding program eligibility requirements, ensuring participants understand program requirements.
- Outreach to employers in the community building relationships to provide for career opportunities for program participants.
 - Vendor should identify any current relationships with community employers and employment and training providers.
- Outreach to volunteer groups to create appropriate engagement opportunities for participants.
 - Vendor should identify any current relationships with volunteer agencies.

3.3 Program Reporting

CMS has established reporting requirements and guidance. The vendor will provide the agency with all data elements maintained in the vendor's system necessary for completing required reporting. The vendor will allow multiple South Dakota Medicaid agency users to access the data.

<https://www.medicaid.gov/medicaid/section-1115-demo/evaluation-reports/evaluation-designs-and-reports/index.html>

<https://www.medicaid.gov/medicaid/section-1115-demo/downloads/evaluation-reports/ce-monitoring-report-template.pdf>

The vendor must propose how data will be provided on either a monthly or quarterly basis, as specified by CMS.

3.4 Case Management System

Proposals should describe the case management system to be used by the vendor. The case management system should, at a minimum, have the functionality necessary to:

- Record all the data elements necessary to produce the reports specified in Section 3.3.
- Produce the reports required under Section 3.3 or raw data which allows for the reports to be created.
- Provide role based access to a small number South Dakota Medicaid agency users to view information;
- Record interactions with participants (e.g. date and time) as well as a summary of the interaction (e.g. narrative).
- Assist the vendor in performing any of the vendor responsibilities described in Section 3 of this RFP.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the point of contact of the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3 The offeror **MUST** submit a copy of their most recent independently audited financial statements.
- 4.4 The selected offeror will be required to provide a copy of its most recent System and Organization Controls, Statement on Standards for Attestation Engagements (SOC 1 SSAE18) report, then annually thereafter for the term of the agreement. For SOC 1 SSAE 18 the offeror must identify which of the following can be provided on an annual basis: SOC 1, SOC 2, or SOC 3. If unable to provide a copy of the most recent report, offeror must explain why and whether in the future the selected offeror will be able to provide a report.

- 4.5 Provide the following information related to at least three previous and current service/contracts performed by the offeror's organization which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years:
- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
- 4.6 The offeror must submit information that demonstrates their availability and familiarity with the locale in which the project (s) are to be implemented.
- 4.7 The offeror must detail examples that document their ability and proven history in handling special project constraints.
- 4.8 The offeror must describe their proposed project management techniques.
- 4.9 If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1 An original and 5 copies shall be submitted.
- 5.1.1 In addition, the offeror must submit one (1) copy of their entire proposal, including all attachments and cost proposal(s), in PDF digital format loaded on a USB flashdrive. Offerors may not send the electronically formatted copy of their proposal via email.
 - 5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.2 All proposals must be organized and tabbed with labels for the following headings:
- 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.
 - 5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
 - 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
 - 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP as detailed in Sections 3 and 4. The response should identify each requirement being addressed as enumerated in the RFP.
 - 5.2.3.3 A clear description of any options or alternatives proposed.

- 5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria listed in order of importance:
- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 6.1.2 Availability to the project locale;
 - 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 6.1.4 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 6.1.5 Familiarity with the project locale;
 - 6.1.6 Proposed project management techniques;
 - 6.1.7 Cost proposal, and
 - 6.1.8 Ability and proven history in handling special project constraints.
- 6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 **COST PROPOSAL**

The vendor may submit cost proposals either in a breakdown of a proposed fixed contract amount or by hourly rate for professional services. Vendors may submit multiple cost proposals.

- 7.1 Separate cost proposals must be submitted for each region that an offeror is submitting for. An offeror may submit for one or both regions.
- 7.2 As described above in Length of Contract, the length of the contract will be for a one-year period of time with the opportunity to renew the contract annually with the option of four (4) one (1) year extensions. If the offeror expects cost increases in subsequent years, increases must be clearly identified for each year.
- 7.3 Submit a cost proposal of a breakdown of proposed contract amount to include personnel services, office expenses, and travel costs.
- 7.4 The cost proposal must describe the following items for which the offeror will expect reimbursement.
 - 7.4.1 Personnel cost
 - 7.4.1.1 Administrative
 - 7.4.1.2 Professional/Program Staff
 - 7.4.1.3 Support Staff;
 - 7.4.1.4 Fringe benefits;
 - 7.4.2 Travel/training of personnel;
 - 7.4.3 Supplies (office supplies, postage, printing);
 - 7.4.4 Contractual/operating (phone, internet, rent for office space, utilities, insurances, etc.);
 - 7.4.5 Administration (administrative fees/indirect costs at flat rate of percentage).

OR

- 7.5 The vendor shall submit the hourly rate for professional services in the scope of work area. Offerors must utilize a format similar to Attachment B: SAMPLE Professional Services Pricing Schedule.

ATTACHMENT A

**STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF ECONOMIC ASSISTANCE**

**Consultant Contract
For Consultant Services
Between**

State of South Dakota
Department of Social Services
DIVISION OF ECONOMIC ASSISTANCE
700 Governors Drive
Pierre, SD 57501-2291

Referred to as Consultant

Referred to as State

The State hereby enters into a contract (the “Agreement” hereinafter) for consultant services with the Consultant. While performing services hereunder, Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

1. **CONSULTANT’S South Dakota Vendor Number is** _____.
2. **PERIOD OF PERFORMANCE:**
 - A. This Agreement shall be effective as of June 1, 2020 and shall end on May 31, 2021, unless sooner terminated pursuant to the terms hereof.
 - B. Agreement is the result of request for proposal process, RFP #1943
3. **PROVISIONS:**
 - A. The Purpose of this Consultant contract:
 - 1.
 2. Does this Agreement involve Protected Health Information (PHI)? YES () NO (X)
If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein as part of the Agreement (refer to attachment) .
 3. The Consultant will use state equipment, supplies or facilities.
 - B. The Consultant agrees to perform the following services (add an attachment if needed.):
 - 1.
 - C. The State agrees to:
 - 1.
 2. Make payment for services upon satisfactory completion of services and receipt of bill. Payment will be in accordance with SDCL 5-26.
 3. Will the State pay Consultant expenses as a separate item?

YES () NO (X)

If YES, expenses submitted will be reimbursed as identified in this Agreement.

D. The TOTAL CONTRACT AMOUNT will not exceed \$.

4. **BILLING:**

Consultant agrees to submit a bill for services within (30) days following the month in which services were provided. Consultant will prepare and submit a monthly bill for services. Consultant agrees to submit a final bill within 30 days of the Agreement end date to receive payment for completed services. If a final bill cannot be submitted in 30 days, then a written request for extension of time and explanation must be provided to the State.

5. **TECHNICAL ASSISTANCE:**

The State agrees to provide technical assistance regarding Department of Social Services rules, regulations and policies to the Consultant and to assist in the correction of problem areas identified by the State's monitoring activities.

6. **LICENSING AND STANDARD COMPLIANCE:**

The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this Agreement. The Consultant will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.

7. **ASSURANCE REQUIREMENTS:**

The Consultant agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Executive orders 12549 and 12689 (Debarment and Suspension), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

8. **RESTRICTION OF BOYCOTT OF ISRAEL:**

Pursuant Executive Order 2020-01 for contractors, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more - by signing this contract, the Consultant certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit any commercial relations as related to the subject matter of the contract with any person or entity that is either the State of Israel, a company doing business in or with Israel, or a company authorized by, licensed by, or organized under the laws of the State of Israel to do business, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State of South Dakota to terminate this contract. The Consultant further agrees to provide immediate written notice to the State of South Dakota if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

9. **RETENTION AND INSPECTION OF RECORDS:**

The Consultant agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Consultant shall retain such records for a period of six years from the date of submission of the final expenditure report. If such records are under pending audit, the Consultant agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement. State Proprietary Information retained in Consultant's secondary and backup systems will remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Consultant's established record retention policies.

All payments to the Consultant by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this Agreement shall be returned to the State within thirty days after written notification to the Consultant.

10. **WORK PRODUCT:**

Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, State Proprietary Information, as defined in the Confidentiality of Information paragraph herein, state data, end user data, Protected Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Consultant in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Consultant without the written consent of the State.

Paper, reports, forms, software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State nonetheless reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Consultant agrees to return all information received from the State to State's custody upon the end of the term of this Agreement, unless otherwise agreed in a writing signed by both parties.

11. **TERMINATION:**

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

12. **FUNDING:**

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

13. **ASSIGNMENT AND AMENDMENTS:**

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

14.

15. **CONTROLLING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be resolved in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. **SUPERCESSION:**

All prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

17. **IT STANDARDS:**

Any software or hardware provided under this Agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

18. **SEVERABILITY:**

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

19. **NOTICE:**

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

20. **SUBCONTRACTORS:**

The Consultant may not use subcontractors to perform the services described herein without express prior written consent from the State. The State reserves the right to reject any person from the Agreement presenting insufficient skills or inappropriate behavior.

The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its

subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. The Consultant is required to assist in this process as needed.

21. **STATE'S RIGHT TO REJECT:**

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

22. **HOLD HARMLESS:**

The Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

23. **INSURANCE:**

Before beginning work under this Agreement, Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

Consultant shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

Consultant shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

Consultant shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

Consultant agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

(Medical Health Professional shall maintain current general professional liability insurance with a limit of not less than one million dollars for each occurrence and three million dollars in the aggregate. Such insurance shall include South Dakota state employees as additional insureds in the event a claim, lawsuit, or other proceeding is filed against a state employee as a result of the services provided pursuant to this Agreement. If insurance provided by Medical Health Professional is provided on a claim made basis, then Medical Health Professional shall provide "tail" coverage for a period of five years after the termination of coverage.)

24. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Consultant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Agreement either it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

25. CONFLICT OF INTEREST:

Consultant agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Consultant expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

26. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Consultant by the State. Consultant acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Consultant shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this Agreement; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information. Consultant is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Consultant shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Consultant; (ii) was known to Consultant without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Consultant without the benefit or influence of the State's information; (v) becomes known to Consultant without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Consultant understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. Consultant acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open

records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant will be required to undergo investigation.

27. **REPORTING PROVISION:**

Consultant agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Consultant, or the State of South Dakota or its officers, agents or employees to liability. Consultant shall report any such event to the State immediately upon discovery.

Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

28. **AUTHORIZED SIGNATURES:**

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Consultant Signature _____ Date _____

Consultant Printed Name _____

State - DSS Division Director Carrie Johnson _____ Date _____

State - DSS Chief Financial Officer Laurie Mikkonen _____ Date _____

State – DSS Cabinet Secretary Laurie R. Gill _____ Date _____

State Agency Coding:

CFDA #	_____	_____	_____	_____
Company	_____	_____	_____	_____
Account	_____	_____	_____	_____
Center Req	_____	_____	_____	_____
Center User	_____	_____	_____	_____
Dollar Total	_____	_____	_____	_____

DSS Program Contact Person _____
Phone _____

DSS Fiscal Contact Person Contract Accountant
Phone 605 773-3586

Consultant Program Contact Person _____
Phone _____
Consultant Program Email Address _____

Consultant Fiscal Contact Person _____
Phone _____
Consultant Fiscal Email Address _____

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the State agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES

The State of South Dakota requires all contracts signed July 1, 2009 and later to include documentation that the agency has complied with the procedures set forth in SDCL 5-18A through 5-18D (HB 1260). The documentation must include the request for proposal number (RFP) or the reason the agreement is exempt from the requirements of the law. Payments for contracts that have not complied with the law will be returned as illegal, unauthorized or improper (SDCL 4-9-7).

Provider's Name: _____

RFP #: _____

(OR)

Check the applicable exemption(s):

☐ (1) Sole Source is defined by SDCL 5-18D-21 as "services of such a unique nature that the contractor selected is clearly and justifiably the only practicable source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required. Sole source contracts by their nature should be rare;

If checked, please provide explanation:

☐ (2) Emergency services necessary to meet an urgent or unexpected requirement or when health and public safety or the conservation of public resources is a risk;

If checked, please provide explanation:

☐ (3) Services subject to federal law, regulation, or policy or state statute, under which a state agency is required to use a different selection process or to contract with an identified contractor or type of contractor;

☐ (4) Services for professional legal services and services of expert witnesses, hearing officers, or administrative law judges retained by state agencies for administrative or court proceedings;

☐ (5) Services involving state or federal financial assistance passed through by a state agency to a political subdivision;

☐ (6) Medical services and home and community-based services;

☐ (7) Services to be performed for a state agency by another state or local government agency or contracts made by a state agency with a local government agency for the direct provision of services to the public; or

☐ (8) Services to be provided by entertainers for the state fair and other events.

☐ (9) Does not exceed \$50,000.00; [SDCL 5-18A-14](#), [SDCL 5-18D-17](#)

ATTACHMENT B:

Use this format if you are proposing pricing based on the language in section 7.1 through 7.4 above.

Personnel Costs:	Costs
Administrative	
Professional	
Clerical	
Fringe Benefits	
Staff Training	
Other (Describe)	
Subtotal – Personnel Costs	
Operating:	
Insurance	
Travel	
Equipment and Supplies	
Printing, Publishing, & Postage	
Utilities	
Other (Describe)	
Subtotal – Operating Costs	
Total Costs	

Use this format if you are proposing pricing based on the language in section 7.5 above.

SAMPLE Professional Services Pricing Schedule

LABOR CATEGORY	HOURLY RATE	ANTICIPATED NUMBER OF HOURS
Project Manager	\$	
Case Manager	\$	
Technical Support	\$	
Clerical Support	\$	